

TERMS AND CONDITIONS OF SERVICES

BROKERED FREIGHT

Section 1. JetEx Logistics, operating under its license as a Freight Broker, is not acting as a Carrier under the Interstate Commerce Act. JetEx Logistics, operating as a broker, reserves the option to deal with any shipment tendered to it as an agent for the shipper.

LIABILITIES

Section 2. The Carrier or the party in possession of any of the property described in the bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided and pursuant to applicable federal statutes.

Section 3(a). Jet Ex Logistics and/or the Carrier shall not be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the Carrier or party in possession, the Carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; from faulty or impassible highway, bridge or ferry; from a defect or vice in the property; or from riots or strikes; any act, default, or omission of the consignor; the nature of the shipment or inherent thereof; or improper or insufficient packing, securing or addressing or any other violation of the terms contained herein.

(b). JetEx Logistics' liability, irrespective of limitations set forth in the Carrier's tariff, is limited to \$0.50 per pound up to a maximum of \$100.00 unless greater amount is declared prior to the shipment, declared on the bill of lading, and applicable declared value charges paid thereon. The maximum declared value for any shipment is \$100,000.00. This limitation is subject to revision as published in JetEx Logistics' tariffs in effect at the time of a shipment. Declared value for carriage shall be subject to an excess valuation charge of \$0.50 per \$100.00 of declared value.

(c). JetEx Logistics and/or the Carrier will not be liable for items of extraordinary value including, but not limited to: works of art, jewelry, money, precious gems, furs, coins, bullion, securities, and other negotiable items. Such items may be accepted but the maximum liability is \$100.00 per shipment.

(d). For a financial document shipper, liability limits include but are not limited to, deposits, records, checks and similar items, JetEx Logistics liability limits as described above applies only to the cost of reproduction, not actual value.

(e). Notwithstanding the limitations set forth above, JetEx Logistics and/or the Carrier, in no event, shall be liable for any consequential, incidental or special damages which may arise from loss, damage, non-delivery or delay of any shipment. This limitation shall apply to and include, but not be limited to, damages for loss of profit, loss of income, loss of interest or loss of business opportunity.

(f). Shipper warrants that the shipment is packaged sufficiently to prevent damage that would arise in the normal handling of air or truck shipments. Any glass, fragile items, or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim against such shipment will be denied. Shipper warrants that the shipment is properly described on the freight document (bill) as to its proper contents and/or value. JetEx Logistics reserves the right to open and inspect any shipment.

Section 4. All items tendered to JetEx Logistics or Carrier are subject to reweighing by JetEx Logistics and are subject to recalculation of charges based on such reweighing. Regardless of actual classification, or that claimed by the shipper, Carrier shall reserve the right to determine dimensional or actual weight or reweigh while in its possession to be transported on a correctly stated freight bill. To determine dimensional weight, the extreme measurements of the length times the width times the height of the article(s), in inches shall total the cubic inch content. For ground shipments, the chargeable weight is computed by dividing the cubic inch content by a factor of 250 cubic inches per pound. For all air shipments, weight is determined by the greater of: actual shipment weight or the dimensional weight (length times width times height) divided by 194.

Section 5. In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

Section 6. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

PAYMENT FOR SERVICES

Section 7. Payments for shipping fees are due fifteen (15) days from date of invoice. All outstanding invoices over 30 days will accrue interest in the amount of 1½ % per month. In the event any action or proceedings are brought for the recovery of amounts due for products or services obtained from JetEx Logistics, the amount owing will also include all costs of collection, including but not limited to attorneys' or collection agents' fees. There is a \$25.00 charge for each returned check.

CLAIMS

Section 8. All claims for lost or damaged shipments must be submitted in writing and received by JetEx Logistics and the Carrier within the prescribed limits of the date the shipment is accepted by the consignee (or reasonable time has been allowed for delivery to occur) with sufficient information to identify the shipment. This is a condition precedent to filing suit.

a. Courier limits are 15 days and freight limits are nine months from the date any shipment should have been delivered. Consignees must accept damaged freight until the claims process can be initiated.

b. Merchandise must be retained in its original shipping container until an inspection can be scheduled and completed by JetEx Logistics within 15 days of notification.

c. Satisfactory proof of loss must be furnished including invoices and supporting documents such as repair bills.

d. Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance, PROVIDED, that the carrier or other party receiving the benefit of such insurance will reimburse the claimant for the deductible on the insurance policy or contract.

e. Claims for overcharges must be made in writing to JetEx Logistics within one year of the shipment's delivery date. Freight shipments have 18 months in which to file overcharges.

f. No claims for loss or damage to a shipment will be processed until all transportation charges have been paid. The amount of any open claims may not be deducted from transportation charges.

Section 9. All outstanding COD payments must be reported in writing to JetEx Logistics within 15 days of the date the shipment is accepted by the consignee or a reasonable time has been allowed for delivery to occur within sufficient specificity for the shipment to be identified. JetEx Logistics is not responsible for outstanding COD payments that are not reported within that time frame.

Section 10. If the consignee refuses the shipment tendered for delivery by Carrier or if Carrier is unable to deliver the shipment, because of fault or mistake of the consignee, the Carrier's liability shall then become that of a warehousemen. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on the Carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the Carrier's option, in any location that provides reasonable protection against loss or damage. The Carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

Section 11. If the Carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, Carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, Carrier may offer the shipment for sale at a public auction and the Carrier has the right to offer the shipment for sale. The amount or sale will be applied to the Carrier's invoice for transportation, storage, cost of sale, and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. Where the Carrier has attempted to follow the procedures set forth above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the Carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the Carrier may dispose of property to the best advantage.

Section 12. Where the Carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the Carrier.

Sec. 13(a). The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. § 13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

FUEL SURCHARGE

Section 14. JetEx Logistics reserves the right to assess a fuel surcharge on all shipments without serving prior notice to shipper and any such surcharge may apply for any period of time deemed necessary by JetEx Logistics. JetEx Logistics utilizes the U.S. Department of Energy "Gulf Coast Average Price" index for unleaded gasoline for courier shipments and diesel fuel for freight shipments. Changes to the JetEx Logistics fuel surcharge will be recalculated at the beginning of each Monday for the following week's surcharge. Click on the fuel surcharge link for more information and applicable charges.

GOVERNING LAW

Section 15. The Terms and Conditions of Services contained herein shall be governed by and constructed in accordance with the laws of the State of Texas. The agreement between JetEx Logistics and shipper is made and performable in Dallas County, Texas, and exclusive venue over all disputes between JetEx Logistics and Shipper is in the courts of Dallas County, Texas.